



## AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee  
Chairman Wedekind at least 24 hours before  
the meeting if they will not be able to attend.

**Date and Time:** Monday, December 09, 2019 – **1:00 P.M.**

**Location:** City Services Center – 450 Roundhouse Court, Baraboo, WI

**Members Noticed:** Phil Wedekind, Tom Kolb, Michael Plautz

**Others Noticed:** Administrator E. Geick, Mayor M. Palm, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, T. Pinion, W. Peterson, T. Gilman, Bob DeMars, and Library.

**1. Call to Order**

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of October 28, 2019 Public Safety Committee meeting.

**2. Action Items**

- a. Review Proposals for STH 33 Engineering Services and recommend award of contract.
- b. Review Proposals for Oak Street Booster Station Construction Engineering Services and recommend award of contract
- c. Review Bid Tabulation for Oak Street Booster Station Electrical Upgrade Project and recommend award of contract to low bidder
- d. Review Bid Tabulations for Hill Street Utility Crossings and recommend award of contract to low bidder
- e. Review and recommend approval of the proposed Water Meter Reading Agreement with the Village of West Baraboo.
- f. Review and recommend award of 2-year contract for removal of snow and ice to low bidder.
- g. Consider a No Parking area on north side of Sauk Ave between Industrial Court and State Rd 136, across from HAPCO's Loading Docks
- h. Review and possible recommendation to amend Chapter 5, Fire Department, of the Baraboo Municipal Code and to update the Official Fee Schedule for the corresponding permits.
- i. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for November 2019.

**3. Information Items**

**4. Reports**

- a. Utility Superintendent's Report
- b. Street Superintendent's Report
- c. Police Chief's Report
- d. Fire Chief's Report

**5. Adjournment**

Phil Wedekind, Chairperson

---

Agenda Prepared by Kris Jackson  
Agenda Posted by Kris Jackson December 05, 2019

**PLEASE TAKE NOTICE** that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (101 South Blvd or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

**FOR INFORMATION ONLY, NOT TO BE PUBLISHED**

# MEMORANDUM

City of Baraboo

---

Date: December 05, 2019

To: Public Safety Committee

From: Tom Pinion

Re: Background for the December 9<sup>th</sup> mtg. @ 1:00 pm – City Services Center

## ACTION ITEMS:

**Items A thru E.** Please refer to the background information on each respective Resolutions included in the packet.

**Item F.** The Police Chief solicits Proposals every other year for snow and ice removal from public sidewalks where the property owner fails to properly maintain them. Included in the packet are the two Proposals that were submitted this year for snow and ice removal services during the calendar years of 2020 & 2021.

**Item G.** The owner of HAPCO has respectfully requested that the City designate the area on the north side of Sauk Avenue, opposite their loading docks, as No Parking. Reportedly semis regularly parking in this area which impairs the ability of HAPCO's drivers from getting in and out of their loading docks. Chief Schauf and I have reviewed the request and have no objection.

**Items H.** The Fire Chief and City Attorney have offered suggested revisions to Chapter 5 of the General Code of Ordinances. Please refer to the information included in the packet.

**Items I.** This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for August, September, and October are included in the packet.

Have a Great Weekend.

See you Monday at 1:00 PM !

## Minutes of the Public Safety Committee Meeting – October 28, 2019

**Members Present:** Phil Wedekind and Tom Kolb. Mike Plautz was absent. **Others Present:** Tom Pinion, Administrator Geick, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Attorney Emily Truman, Wade Peterson, Tony Gilman, Ian Crammond, and Kris Jackson.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Kolb, seconded by Wedekind to approve the minutes of the September 30, 2019 meeting. Motion carried unanimously.

### New Business

- a. Consider proposed Agreement with Sauk County to relieve some of the parking congestion in the vicinity of the West Square Building in Downtown Baraboo – Administrator Geick said that Ian Crammond and he have been part of a parking committee regarding downtown for a year. He said that County's Property Committee are proposing to buy part of the City's lot that is part of the West Square Building lot. He said that he countered with the County asking why they would want to pay money for that lot, the City would much rather see them invest in buying the corner lot and putting more parking into that area. He said in further discussions, one of the other ideas from the County would be to move some of the County cars out of this lot over to the 5<sup>th</sup> Avenue parking lot, where they already have an agreement with the City. Crammond said that another problem is that there is no regulations as to businesses parking their vehicles in the west square lot at any time of the day. It was stated that this lot is currently unregulated. Geick said that his proposal to the Council is that the City does not charge them, we would give them the property owned by the City in the West Square lot, conditioned on by agreement that they make an effort to buy the corner lot where the house is now. It was stated that the goal is to make more visitor parking in the West Square lot. Schauf said downtown parking is a huge issue. Discussion took place why the green space has not been developed into parking. Kolb moved to give Geick direction to have more formal negotiations with the County concerning an agreement involving the City owned land in the West Square Building parking lot and to trade that land for an agreement to construct additional parking on the southeast corner of Birch and 4th, and additional parking in the City's 5<sup>th</sup> Avenue parking lot. Wedekind seconded the motion. Motion carried unanimously.
- b. Consider proposed Water Meter Reading Agreement with the Village of West Baraboo – Peterson presented the background to the Committee. Peterson said that West Baraboo has the same meter reading system as the City; however, they have to go house to house to read the meters. He said that West Baraboo has the opportunity to purchase the MSU as the City has on all houses, and the City's tower can pick up all of their signals. Peterson said the Village would be charged \$8,000, per year to provide this service. He said that it would be set up with a 3% increase per year for the 5-year contract. West Baraboo requested that the termination clause be one year. It was moved by Kolb moved to allow Staff to continue negotiating with the Village of West Baraboo concerning Water Meter Reading Agreement. Wedekind seconded the motion. Motion carried unanimously.
- c. Consider and approve the Baraboo Fire Department's updated Apparatus Replacement Schedule – Stieve presented the apparatus replacement schedule to the Commission. He said that this is just a list to formalize the process. He said the list has not been updated in a couple of years. Wedekind said that he would like to see the apparatus replacement pushed out to 30 years instead of 25. Stieve said that he would rework the replacement schedule to 30-year replacement and bring it back to the Committee next month.
- d. Consider revising Section 7.09(3)(f)(l) of the Traffic Code to convert the 8-hour parking stalls on the south side of 4<sup>th</sup> Avenue between Broadway and Birch Street to 2-hour stalls – Schauf said that this is to be consistent with the other parking within that block. Kolb asked if a handicap stall had to be added. Pinion said that handicap stalls are completely discretionary with on-street parking. It was moved by Kolb, seconded by Wedekind to revise Section 7.09(3)(f)(l) of the Traffic Code to convert the 8-hour parking stalls on the south side of 4<sup>th</sup> Avenue between Broadway and Birch Street to 2-hour stalls. Motion carried unanimously.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for August, September, and October 2019 – It was moved by Kolb, seconded by Wedekind approve adjustments as presented. Motion carried unanimously.

### Reports

- a. Utility Superintendent's Report – Peterson said water is finishing up maintenance items, they will be finishing up dead end fire hydrant flushing next week if it warms up. Wastewater is finishing jetting, and they are currently looking for a dry field to spread bio-solids. He said the brewery (old Farm Kitchen) is up and running with no problems.
- b. Street Superintendent's Report – Gilman the department has been busy with leaf and brush pickup. He said crack sealing is done for the year. He said the department went through 22 pallet, about 66,000 pounds of crack sealer. He said the intersection of 2<sup>nd</sup> and Remington turned out very nice, and the department has gotten many compliments. Gilman said that the mechanic turned in his resignation, the employment advertisement is listed with a deadline of November 14.
- c. Police Chief's Report – Schauf said that two weeks the Department was visited by the Wisconsin Law Enforcement Accreditation Group, and they did a full assessment of 240 homework standard, which the department met or exceeded all of them and they should be receiving an official reaccreditation certification when the board meets in December. He said he would like to thank Ryan Werner, who is the reaccreditation manager, and all the other officers and staff for all the work they did. He said that there are only about 70-some agencies in the State of Wisconsin that are accredited, so to be one of them is an honor.
- d. Fire Chief's Report – Stieve said that there was a minor mishap in the station, one of the trucks bumped into another, probably a couple thousand dollars damage. He said insurance company has been contacted. Stieve presented and Committee with a progress report on the Fire Department Operation Study to read at their leisure. He said he is still in the progress of gather data on things that can be done with the 4<sup>th</sup> Street building within reasonable cost, exhaust removal is one of them. He said that he has had the State Building inspector in the fire station to potentially rent out some of that space, and thinks that they can reasonably do that within the codes, such as smaller businesses, and hopefully bring in some revenue. Stieve said that he was thinking the clerk's office, that was remodeled and all walls could be removed. Kolb asked if this idea would happen, would it be necessary to have ADA compliant restrooms, and Pinion said that according to the State building inspector it would not.

Pinion presented the status on street reconstruction projects.

Discussion took place for the next meeting date; it was the consensus that the next meeting would be December 9, 2019

**AJOURNMENT** – It was moved by Kolb, seconded by Wedekind to adjourn at 1:50 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

**The City of Baraboo, Wisconsin**

**Background:** The Baraboo Water & Sewer Utilities are planning to replace the existing water main and make repairs to sanitary sewer mains when Hwy 33 is reconstructed in 2024. Some of the water mains date back to 1886 and there is approximately 10,000 feet of water main to be replaced. The water laterals have already been converted to copper, so there will be very little lateral work during the project. Most of the sanitary sewer mains are good; we plan to do most of the repairs before the reconstruction project; however some sanitary manholes will need to be replaced under the project. All sanitary sewer laterals will be replaced during the reconstruction and will be assessed back to the property owners. The reconstruction project is a WisDOT project and the Utilities have to provide the engineering and plans to them by December 2020. The Utility upgrades will then be incorporated into the WisDOT project.

The first step in the process is to contract with an engineering firm for the data collection; preliminary, draft and final design; and coordination with the WisDOT. We solicited RFPs from five engineering firms. We received four proposals. The RFP criteria was heavily based on the firms approach and experience with WisDOT projects. SEH Inc. \$99,500, MSA \$124,800, Donohue \$87,990, and Cedar Corp \$44,050. After reviewing the proposals, clarification of follow up questions, and checking references, SEH Inc. would best meet the needs required by the Utilities.

We are recommending that the design phase of the project be a Lump Sum Basis.

The Public Safety Committee reviewed the proposals at the December 9<sup>th</sup> meeting and unanimously recommended approval of the SEH Inc. contract.

**Fiscal Note:** (✓ one) [ ] Not Required [X] Budgeted Expenditure [ ] Not Budgeted  
**Comments:** Within budget projections.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

To approve the contract with SEH Inc. for the Baraboo Utilities Design services of the WisDOT Hwy 33 reconstruction for a lump sum amount of \$99,500.

**Offered by:** Public Safety Committee **Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_

**Background:** The Baraboo Water Utility has planned and received bids for an electrical upgrade of the Oak Street Booster Station in 2020. The present equipment was installed in 1971 and is a 240 volt system. The upgrade would include a new 480 volt system with a new Motor Control Center with Variable Frequency Drives for the three booster pumps and provisions for an emergency generator.

We are recommending that the contract be a Not-To-Exceed amount.

**Fiscal Note:** (✓ one) [ ] Not Required [X] Budgeted Expenditure [ ] Not Budgeted  
**Comments:** Within budget projections.

To approve the contract with Donohue & Associates, Inc. for the Construction Administration services of the Oak Street Booster Station Electrical Upgrade for the not to exceed amount of \$23,255.

**Offered by:** Public Safety Committee      **Approved:** \_\_\_\_\_  
**Motion:** \_\_\_\_\_  
**Second:** \_\_\_\_\_      **Attest:** \_\_\_\_\_

## The City of Baraboo, Wisconsin

**Background:** The capital plan for the Oak Street Booster Station includes the replacement of the electrical system of the booster station. Design was completed earlier this year and bids were received on November 6, 2019. The following is a tabulation of the bids.

	Pieper Electric	Electric 1	IPS	Van Ert
Base Bid	\$231,444	\$275,500	\$340,000	\$266,371
Alternate #1	-\$41,593	-\$33,500	-\$104,000	-\$47,801
Alternate #2	\$16,304	\$15,500	\$16,000	\$8,500
TOTAL	\$247,748	\$291,000	\$356,000	\$274,871

**Bid Alternate #1** was an alternate bid (deduct) to eliminate the generator and install an electrical connection for a portable generator. This alternate was proposed in cause the base bid numbers were over our estimate. We will not be pursuing this Alternate.

**Bid Alternate #2** is to install a new driveway to the new generator. We will be pursuing this Alternate.

This item was reviewed by the Public Safety Committee on December 9<sup>th</sup> and the Finance/Personnel Committee on December 10<sup>th</sup> and they unanimously recommended award of this contract to the low bidder.

Pieper Electric did submit a list of references. We checked the references and they were pleased with Pieper's job performance.

**Fiscal Note:** (☐ one) [☐ Not Required] [☒ Budgeted Expenditure] [☐ Not Budgeted]  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the low bid of Pieper Electric in the amount of \$247,748 is hereby accepted and all other bids are rejected, and

**Offered by:** Public Safety/Finance

**Approved:** \_\_\_\_\_

**Motion:**

**Attest:** \_\_\_\_\_

**Second:**

**The City of Baraboo, Wisconsin**

**Background:** The Baraboo Water & Sewer Utilities will be replacing the existing water main and sanitary sewer river crossing just south of the Manchester Street bridge (between old pump house and garage). The existing crossings were installed in the 1930s. The sanitary sewer crossing is a single barrel pipe, so if there were any problems with this pipe, we would have significant issues. The Base Bid consists of directional drilling an 8" dual-barrel sanitary sewer crossing, replacing the existing 6" water main with a 10" water main and installing an additional 2" conduit for a future communication line. Alternate A is for an additional 385 feet of water main replacement. Alternate B is to open-cut the sanitary sewer lines instead of directional drilling. Alternate C is to open-cut the water main instead of directional drilling.

	Allen Steele Co Inc.	Gerke Excavating Inc.	A-1 Excavating Inc.
Base Bid	\$ 224,800.90	\$ 266,883.31	\$ 267,813.00
Alternate A	\$ 20,614.50	\$ 26,116.93	\$ 29,790.00
Alternate B	\$ 67,158.80	\$ 453,668.41	\$ 17,090.00
Alternate C	\$ 54,199.10	\$ 180,043.51	\$ 21,120.00

After reviewing the Base Bid and the 3 alternate items. The Utilities has chosen the Base Bid and Alternate A. Alternates B & C were not chosen due to the increase costs to the project.

The Public Safety Committee reviewed the proposal at the December 9<sup>th</sup> meeting and unanimously recommended approval of the Allen Steele Company Inc. contract.

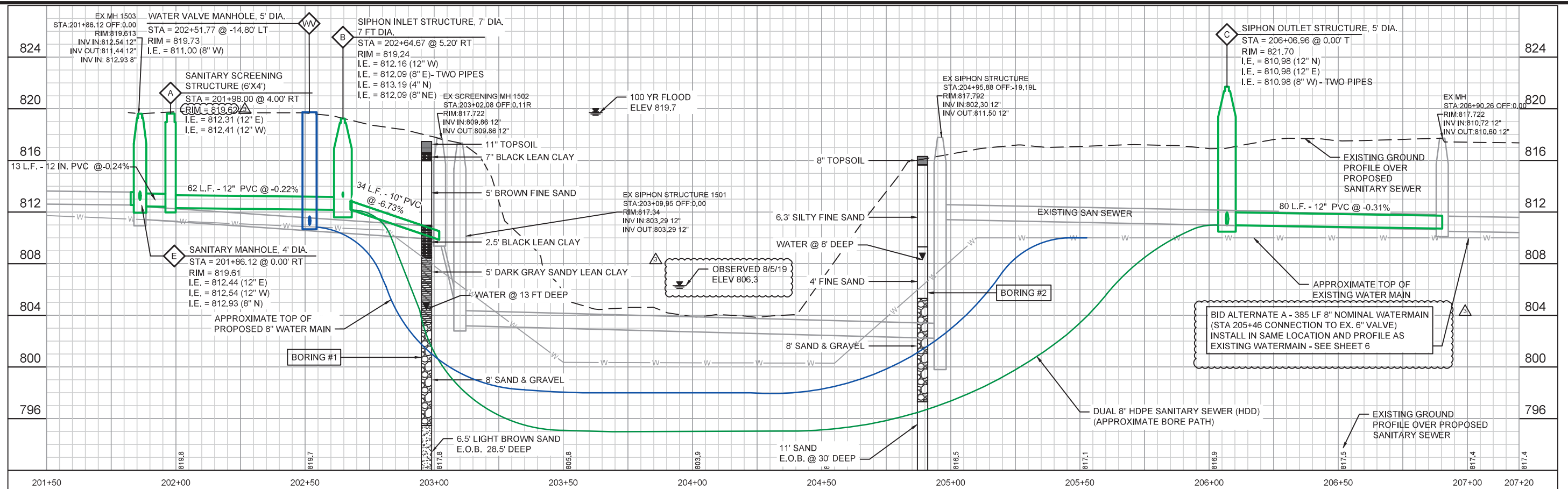
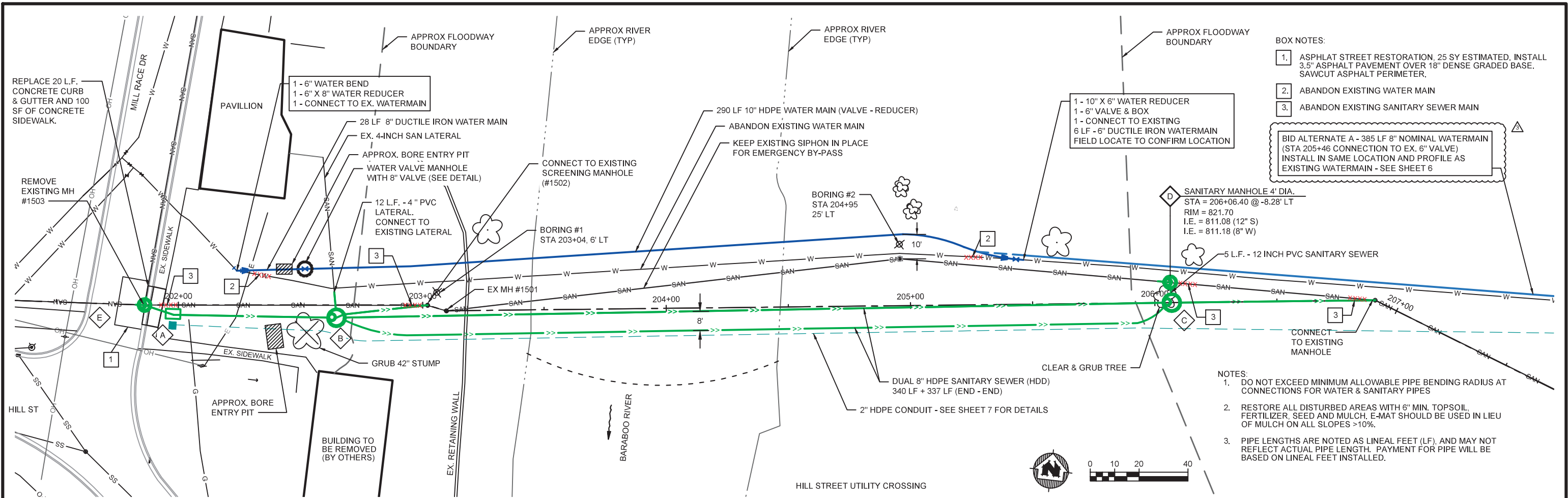
**Fiscal Note:** (✓ one) [ ] Not Required [X] Budgeted Expenditure [ ] Not Budgeted  
**Comments:** Within budget projections.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

To approve the contract with Allen Steele Company Inc. for the construction of the Mill Race Water Main & Sanitary Sewer River Crossing Replacement at a cost of \$245,415.40.

**Offered by:** Public Safety Committee      **Approved:** \_\_\_\_\_  
**Motion:** \_\_\_\_\_  
**Second:** \_\_\_\_\_      **Attest:** \_\_\_\_\_





PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	INIT	3	11/20/2019	ADDENDUM #3	BJS
	DESIGNED BY:	INIT			
	CHECKED BY:	INIT			

PLOT DATE: Wednesday, November 20, 2019 5:07:15 PM, P:\30a\35\00035114\CADD\Construction Drawings\00035114 Plan & Profile Addendum #3.dwg



ENGINEERING | ARCHITECTURE | SURVEYING  
FUNDING | PLANNING | ENVIRONMENTAL  
1230 South Boulevard, Baraboo WI 53913  
(608) 356-2771 www.msa-ps.com  
© MSA Professional Services, Inc.

BARABOO-HILL STREET UTILITY CROSSING  
CITY OF BARABOO  
SAUK COUNTY, WI

PLAN & PROFILE SHEET

PROJECT NO:  
00035114  
SHEET  
7



**The City of Baraboo, Wisconsin**

**Background:** The Village of West Baraboo has been in the process of converting their water meters and automated remote meter reading system, very similar to the system we are currently using. The Village could replicate the infrastructure we are using but has approached the City about “sharing” our existing equipment. Staff has confirmed that our existing equipment is capable of reading all of the meters in the Village and met with our vendor to verify that our system can support both communities without compromising the security of the system or our respective data. The City Attorney will complete final review of agreement.

**Fiscal Note: (4 one) [ x ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted**  
**Comments**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the Water Meter Reading Agreement between the City of Baraboo and the Village of West Baraboo are hereby approved and the Mayor is authorized to sign the same.

**Offered by:**  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**WATER METER READING AGREEMENT BETWEEN  
THE CITY OF BARABOO AND  
THE VILLAGE OF WEST BARABOO**

**THIS WATER METER READING AGREEMENT** is entered into by and between the City of Baraboo and the Village of West Baraboo, both municipal corporations located in Sauk County, Wisconsin.

**WHEREAS**, the City owns and operates a water utility which uses Advanced Metering Infrastructure (AMI); and

**WHEREAS**, the Village currently manually reads the water meters, but has now determined to install radios to remotely read water meters; and

**WHEREAS**, the Village has requested that the City provide the Village AMI hardware and connect ability to software;

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **"Agreement"** means this Water Meter Reading Hardware Agreement between the City of Baraboo and the Village of West Baraboo.

1.2 **"AMI"** means Advanced Metering Infrastructure.

1.3 **"City"** means the City of Baraboo, Sauk County, Wisconsin, with a principal address of City Hall, 101 South Blvd, Baraboo, WI 53913.

1.4 **"City's Water System"** means the potable water system owned and operated by the City.

1.5 **"Effective Date"** means the date determined by Section 7.1 of this Agreement.

1.6 **"Party"** means the City or Village. **"Parties"** means both the City and Village.

1.7 **"RNI"** Sensus Regional Network Interface software

1.8 **"SA"** Sensus Analytics Software

1.9 **"Service"** means the City providing to the Village the ability to communicate/transmit water meter data to the City's TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software.

1.10 **"TGB"** means Tower Gateway base station

1.11 **"Village"** means the Village of West Baraboo, Sauk County, Wisconsin, with a principal address of 500 Cedar Street, Baraboo, WI 53913.

1.12 **"Village's Water System"** means the potable water system owned and operated by the Village.

## **ARTICLE 2**

### **WATER METER READING SERVICE**

2.1 **Agreement to Provide Water Meter Reading.** The City agrees to provide to the Village the ability to communicate/transmit water meter data to the City's TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software. To accomplish this, the Village will purchase and use their own radios that will communicate with the City's TGB, and in exchange, the City will grant the Village access to the resulting cloud based data.

## **ARTICLE 3**

### **COMPENSATION FOR WATER METER READING SERVICE**

3.1 **User Fees.** In exchange for the City providing the Service to the Village, the Village agrees to pay the City as follows: Year 1 cost will be \$8,000 and consecutive years will have a 3% increase. User Fees shall be due in full to the City on an annual basis beginning on the Commencement Date, as defined in Section 5.1.

<u>Due Date</u>	<u>Amount Due</u>
January 1, 2020:	\$8,000
January 1, 2021:	\$8,240
January 1, 2022:	\$8,487
January 1, 2023:	\$8,742
January 1, 2023:	\$9,004

3.2 **Clerical Support.** At any time that the Village may need the City staff for assistance regarding the Service, the City will charge the Village for staff time and benefit costs; however, this will not include occasional and brief requests for assistance, such as a request to reset a login password.

3.3 **Equipment Replacement Cost.** In the event the TGB and associated equipment are replaced during the term of this Agreement, the Village shall be responsible for payment to the City of the Village's portion of that expense. The Village's portion will be calculated by the number of Village water meters divided by the total number of City and Village water meters. The City will give the Village at minimum 90-calendar days advance notice of the amount of the Village's portion of the expense.

Example: If the City has 4,700 meters and the Village has 850 meters, the Village's portion of the equipment replacement cost shall be 18.09 percent ( $850/4700 = 18.09\%$ ).

**3.4 Payment Due Date and Late Payments.** All payments, including User Fees, shall have a 30-calendar day payment grace period. Payments made after the grace period shall accrue a penalty of 1% per month or fraction of month.

#### **ARTICLE 4**

#### **HOLD HARMLESS**

**4.1 Claims from Third Parties.** The Village shall defend, indemnify and hold harmless the City against and from any costs, including attorneys and expert fees, arising out of claims of any third party, including without limitation claims made by any direct or indirect customer of the Village, arising out of or relating to the City's agreement to provide water meter reading hardware to the Village; provided, however, that the Village shall not be responsible for any costs arising out of the intentional or willful misconduct of the City, its employees or its contractors.

**4.2 Claims from Village.** The Village shall release, waive and hold harmless the City from any claims or costs, including attorneys and expert fees, arising out of or relating to limitations on the service provided by the City to the Village under this Agreement.

#### **ARTICLE 5**

#### **TERM**

**5.1 Term.** This Agreement shall become effective upon the date of execution of this Agreement by both the City and the Village ("Effective Date"), and the Service shall begin being provided on January 1, 2020 ("Commencement Date"). The Agreement shall automatically expire five years from the Commencement Date, on December 31, 2023.

#### **5.2 Termination.**

**5.2.1** This Agreement may be terminated by either Party at any time and without cause by the terminating party providing advance written notice of termination to the non-terminating party no less than 365 calendar days prior to the termination date.

**5.2.2** The Village may terminate this Agreement in its discretion at any time should there be a disruption in the Service or usability of the Service that materially affects the Village's ability to use the Service by the Village by providing advance written notice to the City no less than 30 calendar days prior to termination.

**5.2.3** Any outstanding money owed by the Village to the City on the termination date shall be immediately due in full.

#### **ARTICLE 6**

#### **MISCELLANEOUS**

6.1 **Modification of this Agreement.** This Agreement may be modified only by the written agreement of the Parties.

6.2 **Non-Assignability.** No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other Party.

6.3 **Severability.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

6.4 **Force Majeure.** In no event shall the City be responsible or liable in any way to the Village including, but not limited to, any failure or delay in the performance of the City's obligations hereunder, which arise out of or are caused by, directly or indirectly, forces beyond the City's control including, without limitation, acts of God, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems.

6.5 **Notice.** All notices required by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, , and each such communication or notice shall be addressed as follows:

If to City:       City Administrator  
                      City of Baraboo  
                      101 South Blvd.  
                      Baraboo, WI 53913-2184

If to Village: Village Clerk  
                  Village of West Baraboo  
                  500 Cedar Street  
                  West Baraboo, WI 53913

6.5 **Governing Law.** This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Sauk County, Wisconsin.

6.6 **References to Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

**IN WITNESS WHEREOF**, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

**CITY OF BARABOO**

---

Mayor Mike Palm

---

Date

---

Brenda Zeman, City Clerk

---

Date

**VILLAGE OF WEST BARABOO**

df

---

Village President David Dahlke

---

Date

---

Kaitlin Nye, Village Clerk-Treasurer

---

Date



RECEIVED

NOV 06 2019

**REQUEST FOR PROPOSAL  
(Issued November 4, 2019)**

**BARABOO POLICE**

The City of Baraboo will receive proposals until 1:00 pm Monday, November 25, 2019 for the removal of snow and ice at various locations throughout the City of Baraboo. This will be for the calendar years 2020 and 2021. Proposals must be mailed or hand delivered to:

City of Baraboo  
Attn: Chief of Police  
101 South Boulevard  
Baraboo WI 53913

The contract entered into by the Contractor and the City shall be for the period of **January 1, 2020 through December 31, 2021.**

**Description:**

The City of Baraboo requires property owners to maintain their sidewalks to a specified standard as prescribed by Section 8.05 of the City's General Code of Ordinances. Failure to comply with the Code will result in police action, including requiring the property owner to abate the nuisance. If the property owner fails to abate this nuisance within 24 hours of notification, the City will direct the Contractor to abate the nuisance by removing snow and ice from the offending property. Following is an excerpt from the City's General Code of Ordinances:

**8.05 SNOW AND ICE REMOVAL. (1965 01/12/99, 2033 11/14/2000, 2180 02/08/2005, 2287 10/14/2008)**

- (1) The owner or lessee of every lot or parcel of land in the City in front of or abutting upon a sidewalk shall clear the entire width of such sidewalk of snow and ice no later than 24 hours after such snow or ice has accumulated thereon. The owner or lessee of a lot or parcel abutting sidewalks on two intersecting streets shall remove all snow and ice from the sidewalks of both streets, including that portion of the sidewalks bordering the crosswalk, including the entire curb ramp, if any, through the snow plow line to the cleared street, regardless of the source of the snow or ice accumulation. In the event sidewalk snow or ice shall become frozen so hard that it cannot practically be removed, the owner shall keep the sidewalk effectively sprinkled with sand, salt, or other suitable substance in such manner as to prevent the ice from being dangerous, and shall promptly clean such sidewalk as soon as weather permits. Any person violating this subsection shall be subject to a forfeiture as provided in Section 25.04 of The City Code. Each day any violation of this subsection continues shall constitute a separate offense. An abatement notice pursuant to Section 10.07(2)(a) of the City Code need only be served once upon a property per winter season.
- (2) Snow not to be deposited on public ways; creation of downtown snow removal district.
  - (a) Except in the downtown snow removal district, no person shall deposit any snow on any public street or alley in the City unless such person shall, within one hour thereafter, cause such snow to be removed from such street or alley. Sidewalk snow may be deposited within the tree bank, but shall not be deposited in the street.

- (b) A downtown snow removal district is hereby created within the following perimeter: Commencing at 1st Avenue and Broadway, thence east on 1st Avenue/Street to Ash Street; thence north on Ash Street to 3rd Street; thence east on 3rd Street to East Street; thence north on East Street to 4th Street; thence west on 4th Street to Ash Street; thence north on Ash Street to 5th Street; thence west on 5th Street/Avenue to Birch Street; thence south on Birch Street to 3rd Avenue; thence east on 3rd Avenue to Broadway; thence south on Broadway to 1st Avenue, the point of beginning. The perimeter shall be considered to run down the middle of the street. Only property inside the described perimeter shall be considered a part of the district. Within the perimeter of the downtown snow removal district, snow removed from contiguous properties may be deposited at the curb line, for later pickup and disposal by the City.

### **Responsibilities:**

The selected Contractor shall be required to perform as follows:

- Snow and ice removal will be required on an as-needed basis, as directed by the City.
- The Contractor must complete any specified removal within 24 hours of notification from the City.
- The Contractor shall clear all snow and ice from the sidewalk or sand and salt appropriately.
- The Contractor shall be responsible for all safety measures necessary to protect workers and the public in the work zone while completing the work.
- The Contractor shall take care not to damage sidewalks or abutting property during operations.
- The Contractor shall not deposit any snow or ice into the roadway or in such a manner as to obstruct traffic or crosswalks, and to abide by all other applicable laws and regulations.
- The Contractor shall measure each property upon completion and provide a detailed invoice for each property cleared. The City will make arrangements to pay any invoice delivered prior to the last day of day of each month by the Wednesday following the second Tuesday of the subsequent month (no more than 15 days).
- The Contractor must have and maintain insurance in an amount satisfactory to the City.
- The Contractor must enter into an agreement that will include indemnifying the City.

### **Proposal Submission**

Interested parties must submit a proposal in accordance with this RFP and must fully complete the attached Proposal and return the completed Proposal. Late responses will not be considered. Questions about this RFP must be directed to Mark R. Schauf, Chief of Police prior to the November 25, 2019 submission deadline.

RECEIVED

NOV 06 2019

BARABOO POLICE

PROPOSAL

<u>Item Description</u>	<u>Price per linear. ft.</u>
• Clearing compacted Snow/Ice from Sidewalk to include the application of needed salt or sand.	\$ _____ 3.50 _____
• Clearing of non-compacted snow.	\$ _____ 1.50 _____
• Application of Sand/Salt on ice w/o additional removal.	\$ _____ .50 _____

The above Proposal must include all labor, materials, transportation, overhead, profit, insurance, etc., to complete the specified work. The Contractor understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process. The Contractor agrees that this Proposal shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals. The individual signing this Proposal represents and warrants he/she is duly authorized to do so.

Respectfully submitted,

  
\_\_\_\_\_  
Signature

(SEAL) - if Proposal is by a corporation

Local Contact

SaukCo Properties LLC  
C/O Jonathan Freed, Property Manager, Baraboo  
PO Box 235  
Baraboo, WI 53913  
Jonathan's Cell (608) 477-9956  
[propertymanagerjon@gmail.com](mailto:propertymanagerjon@gmail.com)

Main Office

SaukCo Properties LLC  
C/O Brent Yauchler  
PO Box 24  
Mt Horeb, WI 53572  
(608) 437-4977  
[brent@theelectricianinc.com](mailto:brent@theelectricianinc.com)

## PROPOSAL

### Item Description

### Price per linear. ft.

- Clearing compacted Snow/Ice from Sidewalk to include the application of needed salt or sand. \$ 1.15
- Clearing of non-compacted snow. \$ .70
- Application of Sand/Salt on ice w/o additional removal. \$ .60

min. Charge \$ 40

The above Proposal must include all labor, materials, transportation, overhead, profit, insurance, etc., to complete the specified work. The Contractor understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process. The Contractor agrees that this Proposal shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals. The individual signing this Proposal represents and warrants he/she is duly authorized to do so.

Respectfully submitted,

  
Signature

(SEAL) - if Proposal is by a corporation

Sunrise Property Care Daniel C Greenwood  
Print Name, Title

E13180 CO Rd W  
Business Address

Baraboo, WI. 53913  
City, State, Zip Code

608 393 0473  
Telephone

dgreenwood000@centurytel.net  
Email

RECEIVED

NOV 11 2019

BARABOO POLICE

# OFFICE OF THE CITY ATTORNEY

## MEMORANDUM

To: Public Safety Committee  
Fire Chief Kevin Stieve

From: Emily Truman, Baraboo City Attorney

RE: Updates to Chapter 5 of the Baraboo Municipal Code

Date: October 22, 2019

---

Chapter 5 of the Baraboo Municipal Code deals exclusively with the Fire Department, including, but not limited to, its organization, budget and the powers and duties of the Fire Chief.

After many months of work, attached for your consideration are suggested revisions to the Chapter in order to bring the Chapter fully up to date with current practices and laws. Attached is a copy of the proposed updated Code in redline and a second version with the proposed changes accepted (which is easier to read than the redlined version). The most arguably impactful proposed revisions are:

- Updates referencing the incorporation of the proper state statutes and administrative regulations
- Elimination of unnecessary codes and condensing duplicated codes
- Creating a permitting requirement for fire performances (e.g., fire jugglers, fire-eaters, etc.)
- Prohibiting open burning unless the Fire Chief issues a permit – note that recreational/cooking fires and bonfires (with a permit) will still be permitted
- Clarifying the permitting process for permits issued pursuant to Chapter 5

If the proposed changes to Chapter 5 are approved, it is suggested that the City's Official Fee Schedule be amended as follows:

- Bonfire Permit - \$25.00 (currently \$25.00)
- Open Burning Permit - \$75.00 (currently \$25.00 for when a Permit is required)
- Fire Performance Permit - \$50.00 (this is a new permit)



**CHAPTER 5 – FIRE DEPARTMENT**  
**PROPOSED REVISIONS**  
**DRAFT 10/23/19**

**5.01 AUTHORITY TO PROVIDE FIRE PROTECTION. (xxxxx)**

~~Pursuant to state statute §62.13-(8)(a), Wis. Stat., the City of Baraboo has established a Fire Department to provide fire prevention and protection services for the Baraboo residents, visitors and investors.~~

~~**FIRE DEPARTMENT MISSION:** Baraboo Fire Department is committed to providing professional fire prevention and emergency services.~~

**THE FOLLOWING SERVICES ARE PROVIDED TO THE COMMUNITY:**

- ~~Local and State fire and life safety code inspections~~
- ~~Fire Investigations~~
- ~~Public fire safety/prevention education~~
- ~~Fire suppression services~~
- ~~Hazardous Materials response as Operations Level only~~
- ~~Specialized rescue including, vehicle extrication, confined space rescue, trench rescue, cold water/ice rescue and high angle rescue~~

~~Limited surface water rescue~~**5.02 DEFINITIONS.** (xxxxx) As used in this Chapter, the following words and terms shall have the following meanings:

- ~~(1) "ATCP" means the Wisconsin Department of Agriculture, Trade and Consumer Protection.~~
- ~~(2) "Bonfire" means a large, open fire kindled and maintained to mark a public event, celebration or similar occurrence, which only uses dry, untreated and unpainted wood as the burning material.~~
- ~~(3) "Burning" mean the kindling or maintaining of a fire that has hot ashes or cinders or is giving heat, or still glowing or giving light, or a fire that is still smoldering or giving off smoke, or a fire that has not been completely extinguished.~~
- ~~(4) "Code" means the Municipal Code for the City of Baraboo.~~
- ~~(5) "Fire Chief" means the Fire Chief of the City of Baraboo.~~
- ~~(6) "Fire Department" means the City of Baraboo Fire Department.~~
- ~~(7) "Fire lane" means a part of a public or private parking lot or private driveway or private road which is designated as a fire lane and designed to provide access for fire trucks to any building or location and which lanes meet the following minimum specifications:
  - ~~a. Not less than 24 feet wide at any point.~~
  - ~~b. Curves and turnarounds shall be designed for a 40 foot turning radius.~~
  - ~~c. Dead end lanes more than 300 feet long shall provide for a turn around that is T-type, hammerhead, cul-de-sac, or curved driveway at the closed end of the lane.~~
  - ~~d. The surface shall be paved with bituminous or concrete or other approved similar all weather material and shall be of sufficient strength to support City firefighting equipment.~~~~
- ~~(8) "Fire hydrant" means a hydrant satisfying the specifications contained in Subch. II, Baraboo Water Utility, of Ch. 13 of this Code~~
- ~~(9) "Fire performance" means any act including, but not limited to, fire juggling, fire tossing, fire eating, fire dancing, etc., that occurs inside or outside of a building in a public or private place that use utilizes fire.~~
- ~~(10) "Open burning" means burning occurring outside of a building.~~
- ~~(11) "Recreational fires" and "cooking fires" both mean open burning for outdoor recreation and/or cooking purposes in an enclosure designed specifically for ember and flame containment, excluding a barrel, such as rock-in pits, fireplaces, or barbecue grills which use only charcoal, propane gas or dry, untreated and unpainted wood as the burning material, and which satisfy the conditions set forth in Section 5.13, below.~~

**5.032 COMPOSITION OF DEPARTMENT.** (xxxxx)

~~ORGANIZATIONAL STRUCTURE.~~

- (1) The Department shall be known as the "City of Baraboo Volunteer Fire Department" and shall consist of the Fire Chief, a First, Second and Third Assistant Fire Chief, a Captain for each company, a Secretary-Treasurer and such subordinates as may be authorized by the Council. The ~~Baraboo~~ Fire Department shall be made up of a combination of full-time, part-time and paid-per-call firefighters. The staff levels of full-time, part-time and paid-per-call shall be reviewed at appropriate intervals by the Common Council. The Fire Chief shall make recommendations for appropriate staffing levels to maintain the mission of the Fire Department.~~Mission.~~
- (2) ~~FIRE CHIEF -APPOINTMENT.~~ Pursuant to ~~§~~62.13(3), Wis. Stats., the Fire Chief shall be appointed by the Police and Fire Commission and shall hold office during good behavior, subject to suspension or removal by the Commission for cause.
- (3) ~~OTHER OFFICERS; SUBORDINATES~~OTHER OFFICERS AND SUBORDINATES. Pursuant to ~~§~~62.13(4), Wis. Stats., other Fire Department officers and subordinates shall be appointed by the Fire Chief, subject to confirmation by the Police and Fire Commission.~~Commission a; And as authorized by Common Council.~~
- (4) The Fire Chief shall develop Policies, Operating Guidelines and other rules and regulations regarding the operation of the department that conform to the spirit of best practice in the modern day fire service as well as in compliance with this chapter. All members of the fire department shall have access to policies, guidelines, rules and regulations and train on same.

**5.02 ORGANIZATION.** The Department, by 2/3<sup>rd</sup> vote of the members, shall adopt bylaws for the control, management, and government and for the regulation of business and proceedings of the Department, subject to the approval of the Council. The Department's organization and internal regulation shall be governed by this chapter and by such bylaws as adopted by the Department and approved by the Council, except as otherwise prohibited by law and this Code.

**5.043 POWERS AND DUTIES OF FIRE CHIEF.** (xxxxx)~~APPOINTMENTS.~~

- (1) ~~(4) DISCIPLINARY ACTION~~DISCIPLINARY ACTION. The Fire Chief shall have the power to suspend, demote, expel or otherwise discipline members of the Fire Department, subject to appeal to the Police and Fire Commission, as provided ~~in~~by §62.13(5), Wis. Stats.
- (2) DEPARTMENT BUDGET. The Fire Chief shall file with the City's Finance Director, pursuant to the City's regular budgeting cycle, and City Clerk, by October 1<sup>st</sup> of each year, a detailed estimate of the appropriations needed for the conduct of the Fire Department during the ensuing fiscal year.
- (3) - GENERAL SUPERVISION. The Fire Chief shall have the general supervision of the Fire Department, which supervision shall be subject to and not conflict with this chapter, the policies, ~~guidelines~~procedures, rules or regulations of the Fire Department. The Fire Chief shall be responsible for the safety of the members of the Fire Department.
- (4) -PRESIDING OFFICER. The Fire Chief or designee shall preside at all meetings of the Fire Department, call special meetings, preserve order, decide all points of order that may arise, and enforce a rigid observance of this chapter and the policies, ~~guidelines~~procedures, rules and regulations of the Fire Department.
- (5) COMMAND OF FIREFIGHTING OPERATIONS. The Fire Chief shall be present at all fires, if possible, and have complete command and entire responsibility for all ~~fire fighting~~firefighting operations, plan the control of the same, direct the action of the ~~companies~~firefighters when they arrive at a fire, observe that every ~~company~~firefighter does ~~it~~this/her duty, grant leaves of absence at a fire when he/she may deem it proper, and see that the fire apparatus is kept in proper condition at all times.
- (6) ~~Reports to Council.~~REQUIRED REPORTS.
  - a. The Fire Chief or designee shall keep records of all incident responses made by the Fire Department. The Fire Chief or designee shall report all fire incident responses to the National Fire Incident Reporting System (NFIRS) as required by the Wisconsin Administrative Code SPS 314. Additionally all other reports as required by State Statute or Administrative Code ~~ad~~shall be completed. Department of fire record book of every fire to which the Department was called and shall enter in such book the location of the fire, the time the alarm was received, the cause of the fire, where the fire started, the cause of delay, if any, in responding, the amount of insurance carried on buildings and contents,

estimated fire loss, the time the fire was extinguished, the names of the members responding and general remarks.

- The Fire Chief shall submit a monthly written report to the Common Council listing the previous month's incident responses and fire prevention inspections/activities. Furthermore a monthly report whether written or verbal shall be given to the Public Safety Committee on any pertinent information including but not limited to, operations, membership, apparatus, equipment or training, within the fire department, not later than October 1 of each year, and at such times as he deems desirable, relating to the conditions of various pieces of apparatus and appurtenances, budget recommendations for the coming year, the number of fires occurring since the previous report and the date of the same and loss occasioned thereby, the total number of active members in the Department, and resignations and expulsions from the Department. He shall also report upon the drill and training program of the Department, together with other pertinent information, including recommendations for such improvements as he deems proper and necessary for the operation of the Department.

b. \_\_\_\_\_

- (7) ENFORCEMENT OF FIRE PREVENTION ORDINANCES. The Fire Chief shall enforce all Wisconsin State Laws, Administrative Codes and City Ordinances pertaining to fire protection and fire prevention, ordinances of the City and the State laws and regulations pertaining to fire prevention. The Fire Chief shall oversee the fire prevention program for citizens.

and shall keep citizens informed on fire prevention methods and on the activities of the Department.

- (8) POLICIES AND GUIDELINES. The Fire Chief shall develop policies, procedures and other rules and regulations regarding the operation of the Fire Department that conform to the spirit of best practice in the modern day fire service as well as in compliance with this chapter. All members of the Fire Department shall have access to policies, procedures, rules and regulations and train on same.

---

APPARATUS INVENTORY. He shall keep an inventory of all apparatus and equipment and an inventory of all hose showing dates and results of tests on each length, which shall be individually numbered.

- (9) OTHER DUTIES. The Fire Chief shall perform such other duties as are usually incumbent on the commanding officer of the Fire Department.

FIRE CHIEF. Pursuant to §S. 62.13(3), Wis. Stats., the Fire Chief shall be appointed by the Police and Fire Commission and shall hold office during good behavior, subject to suspension or removal by the Commission for cause.

- (2) OTHER OFFICERS; SUBORDINATES. Pursuant to §62.13(4), Wis. Stats., other officers and subordinates shall be appointed by the Fire Chief, subject to confirmation by the Police and Fire Commission.

**5.04 DISCIPLINARY ACTION.** The Fire Chief shall have the power to suspend, demote, expel or otherwise discipline members of the Department, subject to appeal to the Police and Fire Commission, as provided in §62.13(5), Wis. Stats.

**5.05 DEPARTMENT BUDGET.** The Fire Chief shall file with the City Clerk, by October 1<sup>st</sup> of each year, a detailed estimate of the appropriations needed for the conduct of the Department during the ensuing fiscal year.

**5.06 POWERS AND DUTIES OF CHIEF.**

- (1) GENERAL SUPERVISION. The Chief shall have the general supervision of the Department, which supervision shall be subject to and not conflict with this chapter, the rules and regulations adopted by the Commission, and the bylaws of the Department. He shall be responsible for the safety of the members of the Department.
- (2) PRESIDING OFFICER. The Chief shall preside at all meetings of the Department, call special meetings, preserve order, decide all points of order that may arise, and enforce a rigid observance of this chapter and the bylaws.
- (3) COMMAND OF FIRE FIGHTING OPERATIONS. The Chief shall be present at all fires, if possible, and have complete command and entire responsibility for all fire fighting operations, plan the control of the same, direct the action of the companies when they arrive at a fire, observe that every company does its duty, grant leaves of absence at a fire when he may deem it proper, and see that the fire apparatus is kept in proper condition at all times.



- (4) ~~REPORTS TO THE COUNCIL.~~ The Chief shall submit a written report to the Council not later than October 1 of each year, and at such times as he deems desirable, relating to the conditions of various pieces of apparatus and appurtenances, budget recommendations for the coming year, the number of fires occurring since the previous report and the date of the same and loss occasioned thereby, the total number of active members in the Department, and resignations and expulsions from the Department. He shall also report upon the drill and training program of the Department, together with other pertinent information, including recommendations for such improvements as he deems proper and necessary for the operation of the Department.
- (5) ~~ENFORCEMENT OF FIRE PREVENTION ORDINANCES.~~ He shall enforce all fire prevention ordinances of the City and the State laws and regulations pertaining to fire prevention and shall keep citizens informed on fire prevention methods and on the activities of the Department.
- (6) ~~FIRE RECORD BOOK.~~ He shall keep a fire record book of every fire to which the Department was called and shall enter in such book the location of the fire, the time the alarm was received, the cause of the fire, where the fire started, the cause of delay, if any, in responding, the amount of insurance carried on buildings and contents, estimated fire loss, the time the fire was extinguished, the names of the members responding and general remarks.
- (7) ~~APPARATUS INVENTORY.~~ He shall keep an inventory of all apparatus and equipment and an inventory of all hose showing dates and results of tests on each length, which shall be individually numbered.
- (8) ~~DUTIES AS COMMANDING OFFICER.~~ He shall perform such other duties as are usually incumbent on the commanding officer of the Fire Department.

#### 5.0754 **CONTROL AND CARE OF APPARATUS AND EQUIPMENT.** (xxxxx)

- (1) ~~(4)~~ The Fire Chief shall have control of all apparatus and equipment used by the Fire Department and shall be responsible for its proper care and maintenance. All apparatus and equipment shall be inventoried and information kept on file. Emergency repairs may be authorized by the Fire Chief pursuant to the City's Purchasing Policy.
- ~~(4)~~(2) Where required, all apparatus and equipment shall be tested at the recommended intervals and records of such tests shall be kept on file.
- (32) No equipment or apparatus shall be used for any purpose except for fire fighting incident response that is within the City limits fire protection area, or in training therefore, except:
- a. Pursuant to mutual or automatic aid agreements approved by the Common Council after the Fire Chief has given his/her recommendations on such use, and/or
- b. With the prior written approval of the Fire Chief or designee, such apparatus may be used for nonemergency purposes within the City an approved area. The Chief shall, quarterly, file a written report to the Council regarding equipment use.

#### 5.0856 **POLICE POWER OF DEPARTMENT.** (xxxxx)

- (1) POLICE AUTHORITY AT FIRES. The Fire Chief and his assistants or subordinate officers in command at any fire are hereby vested with full and complete police authority at fires. Any officer of the Fire Department may cause the arrest of any person failing to give the right of way to the Fire Department in responding to a fire.
- (2) CONTROL OF FIRES. The Fire Chief or subordinate officers in command at any fire may prescribe certain limits in the vicinity of any fire within which no persons excepting firemen firefighters and policemen police officers and those admitted by order of any officer of the Fire Department shall be permitted to enter. The Fire Chief or subordinate officers in command at any fire may cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire he/she may order the removal or destruction of any property necessary to prevent the further spread of the fire. He/she may also cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Fire Department during the progress of a fire.
- (3) ENTERING PREMISES. Any fireman firefighter while acting under the direction of the Fire Chief or other officer in command may enter upon the premises adjacent to or in the vicinity of any building or other property ~~then on fire~~ for the purpose of extinguishing such fire and if any person shall hinder, resist or obstruct any fireman firefighter in the discharge of his/her duty as is herein before provided the person so offending shall be deemed guilty of resisting firemen firefighter in the discharge of their duties.

- (4) DUTIES OF BYSTANDERS. Every person who shall be present at a fire shall be subject to the orders of the Fire Chief or officer in command and may be required to render assistance in fighting the fire or removing or guarding property. Such officer may cause the arrest of any person refusing to obey said orders.
- (5) INJURY TO EQUIPMENT PROHIBITED. No person shall willfully injure in any manner any hose, hydrant or fire apparatus belonging to the City and no vehicle or railroad equipment shall be driven over any unprotected hose of a fire department when laid down on any street, private driveway, track or other place to be used at any fire or alarm of fire without the consent of the Fire Department official in command.
- (6) DESTRUCTION OF PROPERTY TO PREVENT THE SPREAD OF FIRE. During the progress of any fire, the Fire Chief or designee(s) shall have the power to order the removal or destruction of any property necessary to prevent the further spread of fire; provided that it is inevitable that, unless such property is removed or destroyed other property is in danger of being of being destroyed by fire.

#### **5.0967 FIRE PREVENTION.** (1727 04/27/94, XXXXXX)

- (1) STATE CODES ADOPTED. Except as otherwise specifically provided in this Code, the statutory provisions of Section §101.14, Fire Inspections, Prevention, Detection and Suppression, Wis. Stats., Wisconsin Administrative Code SPS 314 and the following chapters of the Wisconsin Administrative Codes are hereby adopted by reference and made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any statute or code provision incorporated herein by reference is required or prohibited by this Code. Any future amendments, revisions or modifications of the statutes and codes incorporated herein are considered to be made a part of this Code in order to secure uniform statewide regulation:

<del>_____</del>	<del>ATCP 93</del>	<del>—Flammable, Combustible and Hazardous Liquids</del>
<del>_____</del>	<del>ATCP 94</del>	<del>Petroleum and Other Liquid Fuel Products</del>
<del>_____</del>	<del>ILHR 7</del>	<del>SPS 307 Explosives</del>
<del>ILHR 10</del>	<del>_____</del>	<del>Flammable and Combustible Liquids</del>
<del>_____</del>	<del>ILHR 11</del>	<del>Liquefied Petroleum Gases</del>
<del>_____</del>	<del>ILHR 12</del>	<del>NFPA 54 National Fuel Gas Code</del>
<del>_____</del>	<del>ILHR 13</del>	<del>Compressed Natural Gas</del>
<del>_____</del>	<del>ILHR 14</del>	<del>Fire Prevention</del>
<del>_____</del>	<del>ILHR 16</del>	<del>SPS 316 Wisconsin State Electrical Code Article 700 and Article 400 of the National Electrical Code</del>
<del>_____</del>	<del>SPS 318</del>	<del>Elevator Code</del>
<del>_____</del>	<del>ILHR 28</del>	<del>SPS 328 Smoke Detectors</del>
<del>_____</del>	<del>ILHR 51</del>	<del>Definitions and Standards</del>
<del>_____</del>	<del>ILHR 52</del>	<del>General Requirements</del>
<del>_____</del>	<del>ILHR 53</del>	<del>Structural Requirements</del>
<del>_____</del>	<del>ILHR 54</del>	<del>Factories, Office, and Mercantile Buildings</del>
<del>_____</del>	<del>ILHR 55</del>	<del>Theaters and Assembly Hall</del>
<del>_____</del>	<del>ILHR 56</del>	<del>Schools and Other Places of Instruction</del>
<del>_____</del>	<del>ILHR 57</del>	<del>Residential Occupancies</del>
<del>_____</del>	<del>ILHR 58</del>	<del>Places of Detention</del>
<del>_____</del>	<del>ILHR 59</del>	<del>Hazardous Occupancies</del>
<del>_____</del>	<del>ILHR 60</del>	<del>Child Day Care Facilities</del>
<del>_____</del>	<del>ILHR 61</del>	<del>Community Based Residential Facilities</del>
<del>_____</del>	<del>ILHR 62</del>	<del>Specialty Occupancies</del>
<del>_____</del>	<del>ILHR 64</del>	<del>Heating, Ventilation, and Air Conditioning</del>
<del>_____</del>	<del>NFPA 704</del>	<del>Identification of the Fire Hazards of Materials</del>
<del>_____</del>	<del>NFPA 234D</del>	<del>Storage of Rubber Tires</del>

- (2) FIRE CHIEF TO BE FIRE INSPECTOR. The Fire Chief shall hold the office of Fire Inspector with power to appoint one or more Deputy Fire Inspectors, who shall perform the same duties and shall have the same powers as the Fire Inspector.
- (3) ~~INSPECTION DUTIES. It shall be the duty of the Fire Chief to provide for the inspection of every public building and place of employment to determine and cause to be eliminated any fire hazard or any violation of any law relating to fire hazards or to the prevention of fires, to the extent required by §101.14, Wis. Stats. and Ch. ILHR 14 Wis. Adm. Code, and the Chief shall further make and keep on file written reports of such inspections as may be required by the Wisconsin Department of Industry, Labor and Human Relations.~~

- (34) CORRECTION OF VIOLATIONS. Whenever any fire inspection reveals a violation of this Code, the Fire ~~Inspector~~ Inspector or Deputy Fire Inspector shall personally deliver, email, or send by certified mail, return receipt requested, a written compliance order to the owner of the property and to the occupant if the property is occupied by a person not the owner thereof, giving said persons a reasonable time, not to exceed sixty (60) calendar days, to correct all violations. If a violation is not corrected within the grace period allowed, a second written compliance order shall be personally delivered, emailed or sent by certified mail, return receipt requested, to the same persons giving said persons an additional grace period, not to exceed thirty (30) calendar days, to correct the violations. If any violation is not corrected within the grace period allowed by the second order, a citation may be issued to the owner and to the occupant of the property, or to an agent as provided for by Chapter 25 of this Code.
- a. Each individual violation on a property and each day any such violation continues after the grace period allowed in the second notice shall constitute a separate offense.
- b. If the compliance order is not referred to the Department of ~~Industry, Labor and Human Relations~~ Safety and Professional Services for further action, an action to abate such nuisance may be commenced by the City as provided in §10.07 of this Code.
- c. Nothing herein shall be interpreted to mean that a citation cannot be issued immediately upon the finding of a violation of this Code, subject to the discretion of the Fire Inspector or Deputy Fire Inspector, based upon the seriousness of the offense, prior similar offenses, or for other reasonable reasons.
- ~~(45)~~ CITATION AUTHORITY. The Fire Chief, Deputy Fire Inspectors and City Police Officers shall be authorized to ~~issue~~ citations for violations of this ~~section~~ Chapter using the uniform citation method set forth in §9.27 of this Code.
- ~~(65)~~ SPECIAL CHARGES FOR INSPECTIONS FOR NON-COMPLIANCE. A special charge as provided in the City's Official Fee Schedule, §1.90, ~~Official Fee Schedule~~ shall be imposed for the second and each subsequent inspection where the inspection reveals that the owner or occupant of the property has not corrected the violations contained in the compliance order. The owner and occupant, or agent thereof as provided for by Chapter 25 of this Code, of each property inspected shall be jointly and personally liable for the charge. If the charge is not paid within thirty (30) calendar days of the date of billing, an additional administrative collection charge of 10 percent (10%) of the charge shall be added to the amount due, plus interest shall accrue thereon at the rate 1 percent (1%) per month until paid and such charge shall be extended upon the current or next tax roll as a charge against the inspected property for current services, as provided in §66.0627, Wis. Stats.
- ~~(76)~~ ENTERING ON PREMISES. No person shall deny a Fire Inspector or Deputy Fire Inspector free access to any property within the City at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct a Fire Inspector or Deputy Fire Inspector in the performance of his/her duty or refuse to observe any lawful direction given by the Inspector. The Fire Chief shall be deemed a peace officer for the purpose of applying for, obtaining and executing a special inspection warrant pursuant to §66.0119, Wis. Stats.
- ~~(77)~~ DISCLAIMER ON INSPECTIONS. The purpose of the inspections under this section is to comply with the fire inspection provisions of the State codes. The inspections and the reports, findings and orders issued after such inspections are not intended as, nor are they to be construed as, a guarantee. In order to advise owners, occupants and other interested persons, a disclaimer shall be included in each inspection report as follows: "The findings of the inspection contained herein are intended to report conditions of non-compliance with Code provisions that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed premises. The City makes no warranty or representation, expressed or implied that its inspection of the property has discovered all fire code violations or all fire hazards or that this report contains a complete list of all fire code violations existing on the property inspected herein."
- ~~(89)~~ LICENSE OR PERMIT WITHHELD. No license shall be granted or renewed for the operation of any trade, profession, business or privilege for which a license is required by any provisions of this Code nor shall any occupancy permit under Chapter 14 of this Code be issued for any property that contains any outstanding violation of this section.
- ~~(94)~~ VIOLATION AND PENALTY. Any person who violates, disobeys, neglects, omits or refuses to comply with, or resists the enforcement of any of the provisions of this section shall be subject to a penalty as provided in ~~Ch. HLR 14~~ SPS 314 Adm. Code and/or §25.04 of this Code, whichever is greater.

~~5.10 **INFLAMMABLE MATERIALS PROHIBITED.** Within the business district, no person shall permit any waste paper, empty boxes, excelsior or similar or other inflammable materials to collect or remain upon the premises owned or occupied by said person, on the outside of any building or placed in any public street or alley unless the same shall be contained within a covered, fireproof container.~~

~~5.11 **GASOLINE, BENZINE, NAPHTHA, ETC.** All gasoline stations, bulk gasoline storage facilities, and any facility for storing benzene, naphtha, or any other volatile liquid shall be constructed and maintained in conformity with the regulations prescribed by the State Statutes and the rules and regulations of the State Department of Industry, Labor and Human Relations.~~

**5.0842 GUNPOWDER.** (Renumbered only XXXX) No person shall keep or store more than 10 pounds of gunpowder at any place within the City without the written permission of the Fire Chief. Any dealer permitted to keep at his place of business in excess of 10 pounds of gunpowder shall not keep more than 200 pounds at any one time, and such gunpowder shall be kept in a safely constructed box painted yellow with the word "POWDER" printed or painted thereon in black letters not less than 5 inches in height and equipped with handles so that the same may be readily moved in case of fire, and such box shall be kept in such part of the dealer's place of business as may be directed by the Fire Chief.

**5.0943 DYNAMITE.** (Renumbered only XXXX) No person shall keep or store within the City any nitroglycerine, dynamite, giant powder or other explosives more violent than gunpowder without the written permission of the Fire Chief or otherwise than in accordance with the conditions prescribed in such permission as granted and in no case shall more than 50 pounds of any such explosive be stored or kept within 300 feet of any dwelling or other occupied building. The Fire Chief may direct the placement and the manner of keeping the same and the precautions to be observed in connection therewith.

~~5.14 **RIGHT OF WAY.** The officers and members of the Fire Department, with their fire equipment of every kind, when going to or are on duty at a fire, shall have the right of way over all other vehicles upon City streets, and the operator of any other vehicle, whether motor or otherwise, upon the approach of such fire apparatus, shall immediately drive such other vehicle as far as possible to the right of the thoroughfare and shall keep such vehicle stationary until such fire apparatus shall have passed. Except when actually responding to a fire alarm or other emergency call, or when on duty at a fire, the apparatus and vehicles of the Fire Department shall, however, have no special right of way or other privileges of any kind, but shall be subject to all traffic regulations applicable to other vehicles.~~

**5.1045 TRAFFIC LAWS APPLY TO VOLUNTEERS.** (xxxxx) All ~~volunteer firemen~~ firefighters, when responding to an ~~fire~~ emergency call in a private vehicle, shall comply with all traffic regulations.

**5.1146 EMERGENCY ALARM SYSTEMS.** See §12.14 of this Code. (1833 09/26/95, Renumbered only XXXXX)

**5.12 RESERVED** (xxxx)

~~5.17 **SOCIAL ACTIVITIES.**~~

~~(1) **SOCIAL CLUB.** Members of the Department may organize a social club provided that social activities are not funded from City funds.~~

**5.18 SMOKE DETECTOR.** (1485 12/8/87, 1586 03/12/94) The statutory provisions of §101.145, Wis. Stats., entitled Smoke Detectors, and the Wis. Adm. Code regulating smoke detectors are hereby adopted and by reference made a part of this Code with the same force and effect as though set forth in full. Any future amendments, revisions or modifications of the statutes and Wis. Adm. Code regulating smoke detectors are intended to be made a part of this section. Failure to comply with any of the provisions of such regulations shall constitute a violation of this section, punishable according to the penalties provided in this chapter.

~~5.1319~~ **REGULATION OF OPEN BURNING.** (1935 04/14/98, xxxx)

~~(1) **OPEN BURNING PROHIBITED.**~~

~~a. Except as otherwise provided in this Section, no person shall burn or cause to be burned any leaves, grass, wood, rubbish, waste, recyclable paper products, recyclable cardboard, painted wood, pressure treated lumber, and/or any material made of in whole or in part or coated with rubber, plastic, leather or petroleum based materials, and/or products containing flammable materials or other combustible material.~~

~~b. An Open Burning Permit may be issued by the Fire Chief or designee for prescribed vegetation management purposes subject to reasonable conditions to mitigate fire hazards. The fee for an Open Burning Permit shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common~~

Council. Applications for a permit must be submitted to the City Clerk at least seven (7) calendar days prior to the burning. Supervision and inspection costs shall be billed to the owner of the property upon which supervision or inspection is required. Open Burning Permits shall apply to individual parcels or occupancies and are not transferable from person to person, parcel to parcel or occupancy to occupancy; however, Open Burning Permits may encompass multiple parcels under common ownership if part of a common vegetation management project.

~~(1) — DEFINITIONS.~~

~~(a) — “Burning” shall mean the kindling or maintaining of a fire that has hot ashes or cinders or is giving heat, or still glowing or giving light, or a fire that is still smoldering or giving off smoke, or a fire that has not been completely extinguished.~~

~~(b) — “Open burning” shall mean burning done outside of a Building.~~

~~(c) — “Recreational fires” and “cooking fires” shall mean open burning for outdoor recreation and/or cooking purposes in an enclosure designed specifically for ember and flame containment, excluding a barrel, such as rocked in pits, fireplaces, or barbecue grills which use only charcoal, propane gas or dry, untreated and unpainted wood as the burning material, and which satisfy the conditions set forth in subs (3).~~

~~(d) — “Bonfire” shall mean a large, open fire kindled and maintained to mark a public event, celebration or similar occurrence, which only uses dry, untreated and unpainted wood as the burning material. A fire permit from the Fire Department is required for a bonfire.~~

~~(2) — CONDITIONS OF PERMITTED OPEN BURNING. Except as permitted in sub. (3), no person shall kindle or maintain any open burning unless such open burning complies with the conditions set forth in this subsection:~~

~~(a) — The hours of open burning shall be restricted to even calendar days during the hours between 8 a.m. and 10 p.m., unless otherwise expressly authorized by the Fire Department. During all other hours and times, all burning authorized under subsection (2) shall be completely extinguished.~~

~~(b) — No burning shall be kindled or maintained during periods when either the Fire Chief or the Wisconsin Department of Natural Resources has issued a burning ban.~~

~~(c) — Only dry grass, leaves, garden vegetative matter, brush and untreated and unpainted wood which is suitable for burning shall be used as the burning material, except permitted bonfires shall only use dry, untreated and unpainted wood as the burning material.~~

~~(d) — No burning shall be kindled or maintained on or within any street, sidewalk, tree bank, alley, parking lot, drainage ditch, park, public place or public right of way, unless otherwise expressly authorized by the Fire Department.~~

~~(e) — The fuel for igniting such burning shall consist of dry material or commercially available products designed for lighting fires.~~

~~(f) — All such burning shall be constantly supervised and personally attended by a responsible adult until the fire is completely extinguished. The person in charge of the fire shall have fire extinguishing equipment or materials available at all times and easily accessible for immediate use.~~

~~(g) — Burning, under this subsection, shall not be kindled or maintained in a barrel.~~

~~(h) — Whenever burning is undertaken in a pile, the maximum size of the burning materials shall be four feet in diameter, measured horizontally, and three feet measured vertically, and the pile of material being burned shall be at least 15 feet away from any combustible material, combustible wall or partition, exterior window opening, exit, access or exit unless otherwise expressly authorized by the Fire Department.~~

~~(i) — No burning shall be maintained so that flames exceed 4 feet in height.~~

~~(j) — No burning shall be kindled or maintained so as to cause a public nuisance prohibited by Ch. 10 of the Code.~~

~~(k) — All such burning shall be conducted on a non-combustible surface.~~



- (32) REGULATION OF RECREATION FIRES AND COOKING FIRES. Recreational fires and cooking fires ~~shall be exempt from the conditions set forth in subs. (2), are permitted so long as they provided, however, recreational fires and cooking fires shall~~ comply with each of the following conditions:
- ~~a.(a)~~ Burning, under this subsection, shall not be kindled or maintained in a barrel.
  - ~~b.(b)~~ No burning shall be kindled or maintained on or within any street, sidewalk, treebank, alley, parking lot, drainage ditch or public right-of-way.
  - ~~c.(c)~~ No burning shall be maintained such that the flames exceed ~~4~~four feet in height.
  - ~~d.(d)~~ No burning shall be maintained so as to cause a public nuisance prohibited by Ch. 10 of the Code.
  - ~~e.(e)~~ Except for barbecue, gas, and charcoal grills, any other burning receptacle, enclosure or pit shall be no greater than 30 inches in diameter at its greatest width.
  - ~~f.(f)~~ All such burning shall be constantly supervised and personally attended by a responsible adult until the fire is completely extinguished. The person in charge of the fire shall have fire extinguishing equipment or materials available at all times and easily accessible for immediate use.
  - ~~g.~~ Except for barbecue, gas, and charcoal grills, no burning shall be kindled or maintained during periods when either the Fire Chief or the Wisconsin Department of Natural Resources has issued a burning ban.
  - ~~h.(h)~~ Whenever a portable fireplace or grill is located on a combustible surface, such as a wooden patio or deck, a non-combustible material shall be placed under and around the fireplace or grill for a distance of at least 24 inches on each side thereof.
  - ~~i.(i)~~ In relation to one and two family dwellings, except for barbecue, gas, and charcoal grills, no such burning shall be undertaken within 15 feet of any combustible material, combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire ~~Department~~Chief. (2353 01/25/11)
  - ~~j.(j)~~ In buildings with three or more dwelling units, no burning shall be undertaken within 25 feet of any combustible material, combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire ~~Department~~Chief. (2118 05/27/03, 2353 01/25/11)
  - ~~k.(k)~~ In buildings with three or more dwelling units, regardless of type or size, no barbecue, gas, charcoal or electric grill, or any other burning receptacle shall be stored or used on balconies above the first floor, under any overhangs or within 10 feet of the structure. (2118 05/27/03, 2353 01/25/11)
- (3) ~~(4)~~ —BONFIRES REGULATED. No person shall kindle or maintain any bonfire without first obtaining a ~~Bonfire p~~Permit from the Fire ~~Department~~Chief or designee and each such permit shall be subject to the conditions established by the Fire Department. Applications for a permit must be submitted to the City Clerk at least seven (7) calendar days prior to the bonfire. The permit fee shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council.
- (4) FIRE PERFORMANCE. No person shall engage in any fire performance without first obtaining a Fire Performance Permit from the Fire Chief or designee, at his or her discretion, and each permit shall be subject to the conditions established by the Fire Department. Applications for a permit must be submitted to the City Clerk at least fourteen (14) calendar days prior to the performance. The permit fee shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council.
- ~~The bonfire permit fee is set forth in the City's Official Fee Schedule, §1.90.~~

~~BURNING OF CERTAIN MATERIALS PROHIBITED. No person shall kindle or maintain open burning where the burning material is recyclable paper products, recyclable cardboard, rubbish, garbage, trash, refuse, painted wood, pressure treated lumber, and/or any material made of in whole or in part or coated with rubber, plastic, leather or petroleum based materials, and/or products containing flammable materials.~~

(65) ~~EXCEPTIONS TO BURNING REGULATIONS. The following fires for burning shall be exempt from the provisions of §§(subs. (12) and - (43), above: (2118 05/27/03)~~

~~a. (a)~~ Fires conducted inside of a building, including, but not limited to, fireplaces and incinerators.

~~b. (b)~~ Fires conducted to remove frost from the ground by public utility companies, City employees, cemeteries, and building contractors.

~~c. (c)~~ Small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.

~~d. (d)~~ Fires conducted for training or instruction of fire-fighters by the ~~City~~ Fire Department or for the testing of fire equipment by the ~~City~~ Fire Department.

~~a.c. (e)~~ Any fire expressly authorized in writing by the Fire Chief. An Exception to Burning Regulations Permit issued by the Fire Chief shall be subject to the conditions established by the Fire Department. The fee for an Exception to Burning Regulations Permit shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council~~See Official Fee Schedule, §1.90 for burning permit fee.~~ (2118 05/27/2003)

~~(7)~~  
(6) EMERGENCY REGULATIONS. The Fire Chief may, when necessary, declare a "Emergency Condition of Fire Hazard" for a specified period of time and, during such time, no burning shall be permitted unless done or controlled by the Fire Department. In addition, during such declared fire emergency period, the Fire Chief may prohibit the use of the following:

a. Fireworks as defined by §167.10(1), Wis. Stats.

b. Any of the items included under §167.10(1)(e), (f), (i), (j), (k), (l), (m), and (n), Wis. Stats.

~~b.c.~~ Any other device that may pose a fire hazard.

(7) OPEN BURNING PROHIBITED WHEN WIND EXCEEDS EIGHT (8) MILES PER HOUR. No person shall kindle or maintain any open burning within the City whenever the wind speed exceeds eight (8) miles per hour as measured by a portable wind meter device approved by the Fire Chief. Before taking any enforcement action under this ~~sub(8) section, a law enforcement officer, the Fire Chief, or Fire Inspector~~the Fire Chief or his/her designee shall first order the violator to completely extinguish the open burning. A citation shall not be issued if the open burning is immediately extinguished after the order to do so has been given. No person shall continue to maintain any open burning after being ordered to completely extinguish the burning as provided in this Section. (2146 04/13/2004)

(98) PERMIT REQUIREMENTS. All permits required under this Section must meet the minimum City licensing and permitting standards of §12.01 and shall require the permittee to indemnify the City of Baraboo.

~~ENFORCEMENT AND BONFIRE PERMIT FEE. The Fire Chief, Fire Inspector, and Police Officers of the City shall be authorized to enforce the provisions of this Section. (Re-numbered only per 2146 04/13/2004)~~

(9) ENFORCEMENT. The Fire Chief and his/her designee(s) and Police Officers of the City shall be authorized to enforce the provisions of this Section. (Renumbered only per 2146 04/13/2004)

(1049) RECOVERY OF ABATEMENT COST. The City has determined that a violation of this section creates a public nuisance or a hazard to the public safety. Therefore, in addition to any other penalty imposed by this code for a violation of this section, if the Fire Department is dispatched to a fire caused as a result of any act, omission, condition, or thing that constitutes a violation of this §5.49 section, the person causing, permitting, or maintaining such

occurrence, may be charged a fee to cover the City's cost for responding to such public nuisance. Any such fee shall be charged as set forth in the City's Official Fee Schedule, §1.90~~City of Baraboo's Official Fee Schedule~~. The charge shall be collected as a debt and, if the charge is not paid within thirty (30) calendar days of the date of billing, an administrative collection charge of ten percent (10%) of the charge shall be added to the amount due, plus interest shall accrue thereon at the rate of one percent (1%) per month until paid. If the owner of the property where the public nuisance occurred caused, permitted, or maintained such public nuisance, such charge shall be extended upon the current or next tax roll, to the extent allowed by law. (2118 05/27/2003, Re-numbered only per 2146 04/13/2004)

~~SEVERABILITY. If any Section, Subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any Court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof, and to this extent, the provisions of this Ordinance shall be severable. (2118 05/27/2003, Renumbered only per 2146 04/13/2004)~~

#### **5.14 FIRE LANES AND FIRE HYDRANTS** (1870 05/14/96, 2002 01/11/2000, XXXXXX)

- (1) **FIRE LANES AND FIRE HYDRANTS REQUIRED.** Fire lanes and fire hydrants shall be required in accordance with this section on public or private property used for assembly, commercial, educational, industrial, institutional, or multi--family dwelling purposes, and on private property containing residential developments consisting of three or more dwelling units to which access is provided from a public street by a private road or driveway where any dwelling unit is set back more than fifty (50) feet from the paved portion of the public street. Fire lanes may also be designated on those private roads where it is found by the Fire Chief that such access is necessary for ~~fire fighting~~fire fighting equipment and apparatus. No building permit shall be issued without compliance with the terms of this section if any part of the area being developed contains any of the uses or conditions described in this section.

~~(2) In this Section:~~

~~(a) "Fire Chief" means the Fire Chief of the City of Baraboo.~~

~~(b) "Fire lane" means a part of a public or private parking lot or private driveway or private road which is designated as a fire lane and designed to provide access for fire trucks to any building or location and which lanes meet the following minimum specifications:~~

- ~~1. Not less than 24 feet wide at any point.~~
- ~~2. Curves and turnarounds shall be designed for a 40 foot turning radius.~~
- ~~3. Dead end lanes more than 300 feet long shall provide for a turn around that is T-type, hammerhead, cul de sac, or curved driveway at the closed end of the lane.~~
- ~~4. The surface shall be paved with bituminous or concrete or other approved similar all weather material and shall be of sufficient strength to support City fire fighting equipment.~~

~~(c) "Fire hydrant" means a hydrant satisfying the specifications contained in Subch. II, BARABOO WATER UTILITY, of Ch. 13 of this Code.~~

- ~~(2) LOCATION AND MAINTENANCE OF FIRE LANES AND FIRE HYDRANTS.~~ Fire lanes and fire hydrants shall be located where necessary to provide fire protection to all buildings and premises within the City as determined by the Fire Department. In all cases, a fire hydrant shall be located within 350 feet from each building to be served by the hydrant and all hydrants shall be accessible to fire lanes. All existing and new fire hydrants located on private property shall be routinely inspected, repaired, tested, and maintained by the owner thereof as specified in American Water Works Association Manual 17, Installation, Field Testing and Maintenance of Fire Hydrants, and all fire hydrants shall satisfy the minimum performance requirements established by the City Water Department for City fire hydrants. The City's Water Department and Fire Department personnel shall have open and free access to all fire hydrants upon public and private property within the City at any reasonable time for the purpose of inspecting, repairing, testing, and maintaining fire hydrants. The fire flow test procedures in National Fire Protection Association Ch. 291, Fire Flow Testing and Marking of Hydrants, shall be followed when performing fire hydrant fire flow tests.

- ~~(3) SNOW REMOVAL.~~ Each owner and/or each occupant of any premises where a fire lane and/or a fire hydrant is required shall be responsible for the prompt removal of snow and ice from a fire lane and for the prompt removal of all snow surrounding each fire hydrant. (2002 01/11/2000)

- ~~(4) WRITTEN RECORDS.~~ Written records shall be maintained by the Utility Superintendent showing the installation, inspection, field testing, repair, and maintenance of each fire hydrant within the City. Such records shall be made available for inspection and copying upon request ~~by Fire Department Personnel to the City.~~



~~(5)~~ ~~(b)~~—DISCLAIMER ON FIRE HYDRANT INSPECTING AND TESTING. The purpose of the inspection and testing of fire hydrants authorized by this Section is to improve the quality of fire protection service within the City. Any inspections and the reports and findings issued pursuant thereto are not intended as, nor are they to be construed as, a guarantee. The findings of any inspection or testing are intended to ascertain conditions that are readily apparent at the time of such inspection or testing and do not involve a detailed examination of all mechanical systems on the entire premises. The City makes no representation or warranty, express or implied, as to the thoroughness or accuracy of any such inspection or testing. The City disclaims, and does not assume, any liability or responsibility whatsoever in the event any error or omission was made by the City as the result of an inspection and/or testing authorized by this Section, whether such errors or omissions result from negligence, accident, or other source or cause. The City shall further not be liable or responsible for damage caused to any fire hydrant while such fire hydrant is being properly tested as required by this Section.

~~(4)~~ DUTIES AND POWERS OF FIRE CHIEF. All building and project development plans for projects covered by this Section shall be referred to the Fire Chief for examination and approval. If the Fire Chief finds that a proposed fire lane or fire hydrant in a development project does not comply with this Section, the Fire Chief shall be authorized to specify the changes necessary to bring the proposal into compliance. Appeals from orders of the Fire Chief shall be to the Zoning Board of Appeals. The Fire Chief shall inspect the construction of any fire lanes and the placement and specifications of any fire hydrant required by this Section and no occupancy permit shall be issued for any project covered by this Section until the Fire Chief has inspected and approved the fire lanes and fire hydrants.

~~(55)~~ DESIGNATION AND SIGNAGE FOR FIRE LANES. The owner or occupant of any premises where a fire lane is required under this Section shall designate and mark all fire lanes and shall post appropriate signs indicating the existence of all fire lanes and indicating that no parking is permitted on fire lanes at any time, as specified and approved by the Fire Chief. Signs and markings shall be used in such locations and in such a manner as in the judgment of the Fire Chief will carry out the purposes of this Section and give adequate warning to users of the premises where the fire lanes and fire hydrants are located. Signage and markings shall meet the following minimum standards:

- a. ~~(a)~~—Where reasonably feasible, signs shall be erected within 5 feet of the beginning and within 5 feet of the end of the fire lane with spacing between signs not exceeding 75 feet. Each sign shall face in the direction of oncoming traffic and shall be affixed to a stationary pole or object.
- b. ~~(b)~~—Curb along a fire lane shall be painted yellow and if no curb exists, a 4-inch wide stripe shall be painted the full length of the fire lane. Lanes identified exclusively as fire lanes shall be identified with approved fire lane signs on each side facing forward and the pavement area between the signs shall be striped with 4-inch wide yellow strips.

~~(66)~~ OBSTRUCTIONS OTHER THAN MOTOR VEHICLES. No person who is the owner or occupant of a premises required by this Section to maintain a fire lane or a fire hydrant shall place, locate, permit, or allow the placement or location of any obstruction of any fire lane or so as to block access to any fire hydrant. (2027 09/12/2000)

~~(77)~~ RESTRICTED PARKING IN FIRE LANES.— See §7.09 of the Code.

#### **5.15 KEY LOCK BOX SYSTEM** (2394 04/23/2013, Renumbered only XXXX)

~~(1)~~ The following structures shall be equipped with a key lock box or a component thereof at or near the main entrance or such other location required by the Fire Chief:

- a. Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency.
- b. Multi-family residential structures protected by an automatic alarm system, or automatic suppression system, or that have restricted access through locked doors and have a common corridor for access to the living units.
- c. Governmental structures.
- d. Any special facilities or properties that may possess restricted access by the means of a fence, gate or similar device.

~~(4)~~(2) This ordinance shall not be construed to so as to require a key lock box for the following structures or uses:

- a. One- and two-family dwellings.
- b. Hospitals, nursing homes, jails or other institutional use buildings when on-site staff is available at all times.
- c. Commercial or industrial structures when on-site staff is available at all times.
- d. In the event that any of the structures or uses as set forth in this paragraph install a key lock box system, it shall meet and comply with all the requirements of this ordinance.

(3) All newly constructed structures subject to this Section shall have the key lock box installed and operational prior to the issuance of a occupancy permit. All existing structures as of the effective date of this ordinance and subject to its provisions shall have one year to install an operational key lock box.

(4) The Fire Chief shall designate the type of key lock box system to be implemented within the City and shall have the authority to require all structures as set forth in section (1) of this ordinance to use the designated system.

~~(2)~~(5) The owner or operator of a structure required to have a key lock box shall, at all times, keep current key(s) in the key lock box that will allow access to the structure. The key lock box shall contain the following keys, as applicable:

- a. Keys to locked points of ingress and egress, whether on the interior or exterior of such buildings.
- b. Keys to locked mechanical rooms.
- c. Keys to locked elevator rooms.
- d. Keys to elevator controls.
- e. Keys to any fence or secured areas.
- f. Keys to any other areas as directed by the Fire Chief or Deputy -Fire Inspector.
- g. Keys required by this section shall not include keys to individual living units in a multi-family residential structure.

(6) The Fire Chief shall be authorized to implement rules and regulations for the placement and use of the key lock box system.

(7) The ~~Baraboo~~ Fire Department is authorized to share key lock box access with other public safety departments, including the Sauk County Sheriff's Department, the Baraboo Police Department, and the Baraboo Ambulance District, under rules and policies to be established by the Fire Chief.

(8) Entry keys shall be updated as necessary and will be checked as part of the fire inspection visits.

(9) The owner or operator of a structure required to have a key lock box system shall provide to the ~~Baraboo~~ Fire Department a list each year of the emergency contacts in case of an emergency requiring the use of the key lock box.

~~(3)~~(10) Any person who owns or operates a structure subject to this section shall be subject to the penalties set forth in §5.30 of this Code for any violations of this section.

**5.1622 SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof, and to this extent, the provisions of this ordinance shall be severable. (2118 05/27/2003, Renumbered only per 2146 04/13/2004, Renumbered only XXXXX)

## **5.17 thru 5.29 Reserved**

**5.30 PENALTY.** (2002 01/11/2000, 2027 09/12/2000, Renumbered only XXXXX) Any person who violates, disobeys, neglects, omits, or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, or any order, rule, or regulation made hereunder shall be subject to a penalty as provided in §25.04 of this Code. In addition to the payment of a forfeiture, the City Attorney may, in addition to other remedies provided by law, institute appropriate action or proceedings to prevent or enjoin the erection, enlargement, alteration, repair, moving or occupancy of any building or structure located on any premises in violation of this chapter. In any such action, the fact that a permit was issued shall not constitute a defense and each violation and each day a violation continues or occurs shall constitute a separate offense. (2027 09/12/2000)

~~5.31~~

Report Criteria:

Selected types: Billing Adjustment

Billing Adjustment

11/01/2019

Name	Customer Number	Type	Description	Amount	Service
BARABOO BURGERS INC	51-032000-00	Billing Adjustment	REMOVE PN-MISAPPLIED PAYMENT	-14.46	Multiple
LIESENER, KEN	94-031000-00	Billing Adjustment	MISAPPLIED THRU PSN REMOVE PN	-3.78	Multiple
NELSON, GARY	60-022000-03	Billing Adjustment	DOUBLE BILLED FOR ST	-16.50	ST WATER -
PITTS, CHRISTOPHER	99-019500-00	Billing Adjustment	REMOVE-DOUBLE BILLED	-37.93	Multiple
PITTS, CHRISTOPHER	59-126000-01	Billing Adjustment	REMOVE ST-DOUBLE BILLED	-12.31	ST WATER -
RATHMAN, ERIC	64-051000-02	Billing Adjustment	REMOVE PN PER JMB	-2.00	Multiple
SCHWENN, WALTER & WENDY	90-051000-01	Billing Adjustment	REMOVE PN-PER TOTAL ON NSF LETTER	-4.64	Multiple
Total 11/01/2019:				-91.62	

11/04/2019

Name	Customer Number	Type	Description	Amount	Service
JAX CONDOMINIUMS	94-176400-09	Billing Adjustment	REMOVE PN---FINAL READOUT	-3.21	Multiple
Total 11/04/2019:				-3.21	

11/05/2019

Name	Customer Number	Type	Description	Amount	Service
SWOFFORD, GREGORY	59-120000-03	Billing Adjustment	REMOVE PN-MISAPPLIED PAYMENT	-2.23	Multiple
Total 11/05/2019:				-2.23	

11/11/2019

Name	Customer Number	Type	Description	Amount	Service
ASTLE, GEORGE	60-037000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	7.82	Multiple
BARABOO LUXURY APT LLC	68-004000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	16.23	STOTP - 99
BARABOO LUXURY APT LLC	99-005080-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	43.62	STOTP - 99
BLAKE, EDWIN	99-009740-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
BOYA SOUTH POINT APTS	96-002300-06	Billing Adjustment	Cert Penalty - 11/11/19 11:57	4.10	Multiple
BRUCH, JASON	85-055000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	2.37	Multiple
COBAJ, BAIRAM	51-113000-02	Billing Adjustment	Cert Penalty - 11/11/19 11:57	33.01	Multiple
CONNORS, JESSICA	99-012210-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
CROSS, RICHARD	58-014000-07	Billing Adjustment	Cert Penalty - 11/11/19 11:57	15.50	Multiple
DAMMEN, CINDY	59-098000-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	11.06	Multiple
DECORAH, FOSTER	99-011830-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
FRITZ, RICHARD	63-024000-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	3.81	Multiple
GANDER, KAREN	94-120000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	4.56	Multiple
GJERTSON, DOUG & JENNIFER	73-115000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	21.35	Multiple
GJERTSON, DOUG & JENNIFER	73-116000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	20.14	Multiple
GJERTSON, DOUG & JENNIFER	73-117000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	18.41	Multiple
GJERTSON, DOUG & JENNIFER	73-118000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	18.41	Multiple
GJERTSON, DOUG & JENNIFER	73-118500-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	27.38	STOTP - 99
GRIFFIN, MATTHEW	99-014750-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
GRUBER, HAROLD	73-008000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.03	Multiple
HALATEK, RICHARD	60-058500-03	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.33	Multiple
HARTWIG, JOHN	99-011110-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
HILL, BROOKE	64-001000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	19.54	Multiple
HILL, BROOKE	99-007840-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	8.37	STOTP - 99

Name	Customer Number	Type	Description	Amount	Service
HOME BRIDGE FINANCIAL SERVICES I	78-129000-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.39	Multiple
HR PROPERTIES OF WISC LLC	58-022000-05	Billing Adjustment	Cert Penalty - 11/11/19 11:57	7.26	Multiple
HR PROPERTIES OF WISC LLC	99-017400-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
HULETT, SHAWN & AMBER	60-076000-02	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.87	Multiple
HUM HOME ENTERPRISES LLC	66-093000-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	2.03	Multiple
JACKSON, DAVID & TRISH	99-027800-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
KAYLOR, KAROLINE K	61-119000-07	Billing Adjustment	Cert Penalty - 11/11/19 11:57	9.41	Multiple
KAYLOR, KAROLINE K	99-014120-01	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.70	STOTP - 99
KIMBALL, GARY	99-011600-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
KLEIST, THOMAS	59-003000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	27.15	Multiple
KLEIST, THOMAS	60-026000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	36.84	Multiple
KLITZKE PROPERTY MGMT	94-205000-04	Billing Adjustment	Cert Penalty - 11/11/19 11:57	8.39	Multiple
KLITZKE PROPERTY MGMT	99-011450-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.28	STOTP - 99
KLITZKE PROPERTY MGMT	99-013560-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.28	STOTP - 99
KLITZKE PROPERTY MGMT	99-015600-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.28	STOTP - 99
KLITZKE PROPERTY MGMT	99-024700-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.28	STOTP - 99
KLITZKE PROPERTY MGMT	99-032600-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	1.28	STOTP - 99
KLITZKE PROPERTY MGMT	99-032700-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	2.02	STOTP - 99
KNEEBONE, JESSE	64-116700-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	3.40	STOTP - 99
M & R TRAVELMART LLC	70-095000-05	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.13	Multiple
M & R TRAVELMART LLC	70-096000-03	Billing Adjustment	Cert Penalty - 11/11/19 11:57	3.05	Multiple
M & R TRAVELMART LLC	70-097000-02	Billing Adjustment	Cert Penalty - 11/11/19 11:57	4.33	Multiple
MCARTHUR LIVING TRUST, WANDA	99-003530-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
MEYER, TODD	99-013880-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
MICHALSKI, HENRY	99-013520-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
MOELLER, JOSHUA T	54-001000-03	Billing Adjustment	Cert Penalty - 11/11/19 11:57	4.39	Multiple
NEATO'S HOLDINGS LLC	51-078000-02	Billing Adjustment	Cert Penalty - 11/11/19 11:57	33.05	Multiple
NELSON, CHRISTOPHER	99-027500-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	4.06	STOTP - 99
NICKSIC, JOE	99-012670-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.89	STOTP - 99
O'LEARY, BRADY	60-040000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	3.84	STOTP - 99
PFLUGER, EDWARD	99-011710-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
RATHMAN, ERIC	99-011470-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
RATHMAN, ERIC	99-011640-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
RATHMAN, ERIC	99-012650-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	6.80	STOTP - 99
RAYMOND, BEVERLY	70-022000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	14.59	Multiple
ROEMER, SANDRA BETH	89-125000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
STURDEVANT, DELORES	67-095000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	12.44	Multiple
THUESEN, JOHN M	63-048000-07	Billing Adjustment	Cert Penalty - 11/11/19 11:57	8.51	Multiple
TNT ENTERPRISES	61-108000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	240.43	Multiple
VISSE, ELLEN	87-114000-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
YARESH, JAMES	99-010330-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
YARESH, JAMES	99-010390-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
YARESH, JAMES	99-010400-00	Billing Adjustment	Cert Penalty - 11/11/19 11:57	5.12	STOTP - 99
Total 11/11/2019:				852.09	

11/15/2019

Name	Customer Number	Type	Description	Amount	Service
BOYSA FOX POINT APTS	86-013600-03	Billing Adjustment	REMOVE PN-FINAL READOUT	-4.46	Multiple
BOYSA FOX POINT APTS	86-013600-03	Billing Adjustment	REAPPLY LATE PENALTY	4.46	Multiple
SCHULTZE, DIRK	69-105000-06	Billing Adjustment	REMOVE PN-APPLIED TO WRONG #	-1.81	Multiple
Total 11/15/2019:				-1.81	
Total Billing Adjustment:				753.22	



To: Public Safety Committee  
From: Utility Superintendent  
Re: December 2019 Agenda

**Old Business:**

None

**New Business:**

Review/Approve Engineering Services for Hwy 33 Utility project  
Review/Approve Construction Engineering for Oak Street Booster Station Project  
Review/Approve Contract for Construction of Oak Street Electrical Upgrade Project  
Review/Approve Contract for Construction of Mill Race River Crossing Project  
Review/Approve Meter Reading Agreement with the Village of West Baraboo

**Reports:**

Water – Rob Klein (Water Foreman) will be retiring on January 3, 2020. We did advertise to fill that position. We had 4 applicants and we didn't feel any of them met our needs. We will be moving Ben Brown into the interim foreman position and run 1 crewman short for the winter months. In March, we will reevaluate the Foreman position.

Sewer – Weather was not very cooperative the fall. The WRRF Biosolids removal was extremely difficult. The farm fields that we planned to use were just too wet. We were able to find another approve site and remove some of our solids. We feel comfortable that we will now have enough to hold the Biosolids that will be produced over the winter months.

Water/Sewer – Both crews had an extremely busy year with maintenance projects. We were able to get some much needed repairs completed on the water system and the sewer collection system.

Street Lighting – The new charges for the Street Lighting has been configured and added to the Utility Billing system. We should be good to go come January 1<sup>st</sup>.



**City of Baraboo**  
**Department of Public Works**  
**Activity Report**  
**November 2019**



TASK	DESCRIPTION	DATE
Curbside Trash Service	We provide curbside trash pickup to the residents weekly.	Daily
Curbside Recycling Service	We provide curbside recycling pickup to the residents every other week.	Bi-weekly
Signs and Lights	We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house.	Daily
Street Sweeping	We sweep regularly to maintain an orderly appearance and prevent debris from entering the storm sewer system. (2 sweepers whenever possible during the month of October/November)	1,4,5
Vehicle Repair and Maint.	We perform repairs and routine maintenance on our equipment and assist other departments as needed.	Daily
Haul in Patch	We haul in our supply of patch for the Winter.	5
Brush Clean-up	We collect brush that residents place curbside or in alleyways. Monthly brush pickup is the last full week of each month.	6,7,18
Facility or Equipment Cleaning	We clean our equipment and facility as time permits.	11,12,13
Patching	We patch streets, alleyways, and parking lots as needed and when weather permits.	7,8
Haul Salt Sand	We hauled approximately 1000 tons of salt sand to the Public Works Facility for the upcoming winter.	4,5
Compost Yard	We are cleaning up the brush/ compost site to improve the appearance and efficiency of the area.	12,13,14
Leaf Pick-up	We vacuum leaves that residents place curbside for clean-up.	1,4,5,8,11,12,13, 14,15,18,19,20,21, 22,25,26,27
City Hall	One employee cleaned City Hall while Cale was on vacation.	25,26,27
Sweep Lake and Washington	We swept snow from Lake and Washington, and swept the street prior to the final layer of asphalt being installed.	14
Plow Routes	We plow when needed prior to applying sand or salt.	6,7
Forestry	We assisted the City Forester with schedule trimming.	1,4,5,8,11,12,13,14, 15
Parks	We assisted the Parks Crew with concrete projects at Pierce Park and at the Zoo.	19,20
Water/ Wastewater Utility	We assisted the Water Utility with curb and sidewalk replacements related to water digs.	4,5